

13
14358-B

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

RECORDATION NO. 14358-B FILED 1425

JUN 12 1989 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

June 12, 1989

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are the original and one copy of a Rider Number 1 to Assignment dated as of September 9, 1988, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement dated as of July 1, 1984 from Potomac Leverage Leasing Company, Debtor, ~~to~~ Security Benefit Life Insurance Company, Secured Party (Recordation Number 14358, recorded on June 28, 1984); as amended by Amendment Number One to Security Agreement dated as of August 26, 1986 between Dana Lease Finance Corporation (fka Potomac Leverage Leasing Company) and Security Benefit Life Insurance Company (Recordation Number 14358-A, recorded on October 1, 1986).

The names and addresses of the parties to the enclosed document are:

Assignor: Security Benefit Life Insurance Company
700 Harrison
Topeka, Kansas 66636

Assignee: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario M5G 1R8
CANADA

JUN 12 1 30 PM '89

(1) Charles T. Kappler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
June 12, 1989
Page Two

Obligor: Dana Lease Finance Corporation
1300 Indian Wood Circle
Maumee, Ohio 43537

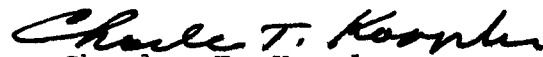
Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Rider No. 1 to Assignment dated as of September 9, 1988 between Security Benefit Life Insurance Company, Assignor, The Canada Life Assurance Company, Assignee, and Dana Lease Finance Corporation, Obligor.

Very truly yours,


Charles T. Kappler

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

6/12/89

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/12/89 at 1:15pm, and assigned recordation number(s). 14358-B

Sincerely yours,

Narita L. McEa

Secretary

Enclosure(s)

RECORDATION #10

FILED 1433

JUN 12 1989 -1 15 PM

INTERSTATE COMMERCE COMMISSION

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF YORK)
TO WIT:)

I, MICHAEL R. KUEGLE, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Burlington, in the Regional Municipality of Halton, in the said Province, DO CERTIFY that the paper writing hereto annexed is a true copy of a document produced and shown to me and purporting to be a rider to an assignment of a promissory note (executed in counterpart), which rider is dated as of September 9, 1988 and is made among Security Benefit Life Insurance Company, The Canada Life Assurance Company and Dana Lease Finance Corporation, the said paper writing having been compared by me with the said original, an act whereof being requested I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at the said City of Toronto, in the Municipality of Metropolitan Toronto, this 14th day of March, 1989.



Michael R. Kuegle

Notary Public in and for the
Province of Ontario

JUN 12 1989 -1 15 PM

Rider Number 1 to Assignment

INTERSTATE COMMERCE COMMISSION

This Rider Number 1 to Assignment (the "Rider") is dated and shall be effective as of September 9, 1988, and is entered into by and among SECURITY BENEFIT LIFE INSURANCE COMPANY, as assignor ("Assignor"), THE CANADA LIFE ASSURANCE COMPANY, as assignee ("Assignee"), and DANA LEASE FINANCE CORPORATION (f/k/a/ the POTOMAC LEVERAGE LEASING COMPANY), as obligor ("Obligor").

WHEREAS, Assignor executed and delivered an agreement, dated September 9, 1988 (the "Effective Date"), selling, assigning and transferring (the "Assignment") to Assignee that certain 13% Secured Note dated June 29, 1984 (the "Original Note"), which Original Note evidences Obligor's obligation to repay a loan by Assignor to Obligor in an original principal amount of \$1,854,675.60 (the "Loan").

WHEREAS, all of the parties to the Assignment intended that such Assignment address certain other rights and duties of Assignor, Assignee and Obligor relating to the Transfer but the express terms thereof failed to specifically address all such rights and duties.

WHEREAS, the parties now desire to expand the coverage of the Assignment by the execution of this Rider.

NOW, THEREFORE, as consideration for the mutual representations and agreements made in the Assignment, the Note, herein and in all of the other agreements relating to the Loan or the Transfer, which consideration the parties agree is sufficient for the purposes hereof, the parties hereto hereby supplement the Assignment as follows:

1. Assignor's sale, assignment and transfer of the Original Note to the Assignee shall also constitute an assignment and delegation to Assignee of (a) all of the Assignor's right, title, interest, duties and obligations, without reservation, arising from and after the Effective Date of the Assignment under that certain Security Agreement (the "Security Agreement") and Participation Agreement (the "Participation Agreement"), both dated as of July 1, 1984, and all of the other instruments and agreements (including the Original Note and the New Note, as hereinafter defined) entered into by or in favour of, or delivered by or to Assignor pursuant to the Security Agreement or the Participation Agreement and copies or originals of which have heretofore been delivered to Assignee (collectively, the "Leveraged Lease Documents"), in whatever capacity Assignor had under such Leveraged Lease Documents, and (b) the right to hold and be payee under a secured promissory note to be issued by Obligor to Assignee, in the form attached hereto as Exhibit A (the "New Note"), in replacement of the Original Note (which is to be cancelled upon issuance of the New

Note)); and Assignee agrees to accept for all purposes such assignment and delegation and acknowledges and agrees that it shall accept the New Note (when issued) as Obligor's full compliance with Sections 6.4 and 6.5 of the Security Agreement.

2. Assignor hereby represents, warrants and covenants that all payments due and payable by Obligor under the Leveraged Lease Documents as of the Effective Date have been paid in full; that on January 3, 1989, Assignor received in trust for Obligor and Assignee (in the appropriate proportionate amounts), a payment in the amount of \$189,354.11, which amount is comprised of (i) that certain installment due to Assignee on January 1, 1989 pursuant to the New Note, in the amount of \$164,757.21 ("Note Installment"), (ii) that certain portion of the Lessee's Casualty Value (as defined in the Leveraged Lease Documents) payment in the amount of \$14,471.39 ("Principal Prepayment"), which is payable to Assignee, as secured party, pursuant to the Leveraged Lease Documents and (iii) that certain portion of the Lessee's Casualty Value payment in the amount of \$10,125.51 ("Equity Distribution"), which is payable and distributable to Obligor pursuant to the Leveraged Lease Documents; and that Assignor shall remit the Note Installment and Principal Prepayment to Assignee and the Equity Distribution to Obligor immediately upon Assignor's receipt

(by either telecopy or hardcopy) of copies of this Rider which have been duly executed by Assignee and Obligor.

Assignor further represents and warrants that, except as stated in the previous sentence, it has received no prepayment of or on account of any amounts owing under the Original Note, and has not given any waiver or release in respect of any amounts owing thereunder, and that the balance outstanding under the Original Note as reflected in the New Note is to the best of the knowledge and belief of Assignor true and accurate. Assignor acknowledges and agrees that from and after the Effective Date hereof it shall have no further right to receive payments under or on account of principal or interest or otherwise in respect of the Original Note or under the New Note, and any amounts received by it from Obligor, Lessee or Guarantor (as such terms are defined in the Leveraged Lease Documents) and which are properly applicable to reduce amounts owing under the Original Note or New Note from and after the Effective Date shall be received by it in trust for and shall forthwith be paid by it to Assignee's Nominee (as hereinafter defined) without notice or demand.

Assignee hereby acknowledges that its receipt of the Note Installment and Principal Prepayment shall constitute payment in full of all sums due and payable to it under the Leveraged Lease Documents as of Assignee's

execution of this Rider; that the principal balance due under the New Note upon Assignee's receipt of the Note Installment and Principal Prepayment shall be \$1,291,029.98; that the amounts and dates specified on Schedule I to the New Note truly and accurately represent the installment amounts payable to Assignee pursuant to the Leveraged Lease Documents and the beginning and ending Loan balances on each such specified date; and that the remittance to Obligor of the Equity Distribution is consistent with section 4.1(b) of the Security Agreement.

3. Assignee directs Obligor to issue the New Note in favour of Cummings & Co., as Assignee's nominee (the "Nominee") and to notify the Lessee and Guarantor (as such terms are defined in the Leveraged Lease Documents) to make all payments of rent and other sums due under the Leveraged Lease Documents directly to Nominee by the notice attached hereto as Exhibit B; and Assignee shall cause Nominee, or any other party claiming by, through or under Assignee, to apply all sums received by them in accordance with the terms of the Leveraged Lease Documents. Except for such New Note, Assignee shall be the named party in all documents and agreements entered into by or in favour of Assignee for all purposes pursuant to the Leveraged Lease Documents.

4. Assignee agrees that it shall pay to Obligor, promptly after receipt of an invoice for same, any and all

taxes, charges and expenses payable to Obligor pursuant to Section 6.5(b) of the Security Agreement.

5. All parties agree that this Rider, shall append and become a part of the Assignment, and that the Assignment, the Rider and the Leveraged Lease Documents shall collectively constitute the entire understanding of the parties regarding the transfer of the Original Note, the issuance of the New Note and the parties' rights and duties related thereto.

6. All payments payable by Assignor to Assignee shall be made by bank wire transfer in federal or other immediately available funds:

TO: Chemical Bank
ABA #021-000128
Account #400-452081
For benefit of F/A/O
Attention: Mr. Bob Burk

FOR: Canada Life Insurance Company
of America (CLICA)
Trust Account No. PO-77249

REFERENCE: Name of issuer, rate, type of security,
maturity, whether principal or interest,
and due date

and all notices of payments and written confirmation of wire transfers shall be sent:

TO: Chemical Bank
Securities Department
55 Water Street
New York, NY, 10041
Attention: Mr. Bob Burk

COPY TO: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario
M5G 1R8
Attention: Supervisor, Securities Department

7. This Rider may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor, Assignee and Obligor have caused this Rider to be executed, as of the day and year first above written.

ATTEST:

SECURITY BENEFIT LIFE ASSURANCE
COMPANY

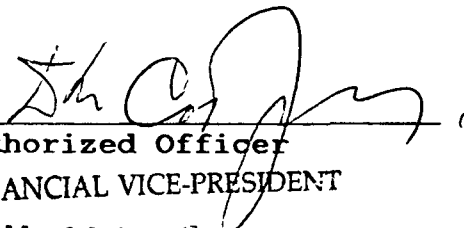
Authorized Officer

By: _____

Its: _____

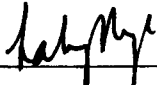
Date: _____

ATTEST:



Authorized Officer
FINANCIAL VICE-PRESIDENT
D. M. COOPER

THE CANADA LIFE ASSURANCE
COMPANY

By: _____
Its: HONG T. LAU, ASSISTANT TREASURER
Date: January 25, 1989

ATTEST:

Authorized Officer

DANA LEASE FINANCE CORPORATION

By: _____
Its: _____
Date: _____

PROVINCE OF ONTARIO

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On this 7th day of April 1989 before me personally appeared D.M. Cooper and Hong Lau, to me personally known, who, being by me duly sworn, say that they are the Financial Vice President and Assistant Treasurer respectively of Canada Life Assurance Company, that Rider 1 to the Assignment was signed on behalf of said Company by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

Joan Diane Bentley
Notary Public
My commission is for life

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO
THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES
LAWS OF ANY STATE. THIS NOTE MAY NOT BE TRANSFERRED
OR RESOLD UNLESS IT IS REGISTERED UNDER THE
APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION
FROM SUCH REGISTRATION IS AVAILABLE

DANA LEASE FINANCE CORPORATION

13% SECURED NOTE

No. R-1

Maumee, Ohio

\$1,380,524.48

June 29, 1984

FOR VALUE RECEIVED, the undersigned, DANA LEASE FINANCE CORPORATION (f/k/a POTOMAC LEVERAGE LEASING COMPANY) (the "Maker") promises to pay to CUMMINGS & CO. (the "Payee"), as duly appointed nominee of THE CANADA LIFE ASSURANCE COMPANY, or registered assign, c/o Chemical Bank Securities Dept., 55 Water Street, New York, NY 10041 or such other place as the Payee or any subsequent holder hereof (the "Holder") may from time to time designate, the principal sum of One Million Three Hundred Eighty Thousand Five Hundred Twenty-Four and 48/100 Dollars (\$1,380,524.48), together with interest from July 1, 1988 until maturity at the rate of 13% per annum (computed on the basis of a 360-day year of actual days elapsed) on the unpaid principal hereof, in installments as follows:

(i) Ten (10) installments of principal and interest in the amounts set forth in Schedule I hereto, payable on January 1, 1989 and the first day of every July and January thereafter to and including January 1, 1993; followed by

(ii) A final installment on July 1, 1993 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and the Maker shall make such payment by wire transfer or by such other means contemplated under the Security Agreement (as hereinafter defined) as the Holder may from time to time designate, and initially such payment shall be made by wire transfer as designated on Schedule I.

Both the principal hereof and interest thereon are payable to the Payee or any Holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note has been issued pursuant to a sale, assignment and transfer by Security Benefit Life Insurance Company ("Previous Holder") to Payee of that certain 13% Secured Note dated

June 29, 1984, in an original amount of \$1,854,675.60 ("Original Note"; and together with this Note, the "Notes"), which Notes have been issued under and pursuant to that certain Participation Agreement dated as of July 1, 1984 (the "Participation Agreement") between the Maker and the Payee, and is also issued under and secured by, that certain Security Agreement dated as of July 1, 1984 (the "Security Agreement") from the Maker to the Payee. Reference is made to the Participation Agreement, the Security Agreement and all supplements and amendments thereto for a description of the collateral, the nature and extent of the security and rights of the Payee, any Holder hereof and the Maker in respect thereof.

Certain prepayments are required to be made on this Note. The Maker agrees to make the required prepayments on this Note in accordance with the provisions of the Security Agreement. The Maker shall not otherwise prepay the principal balance of this Note in whole or in part at any time without the prior written consent of the Payee or any Holder hereof; provided, however, that any installment of interest payable on any January 1 may be prepaid by the Lessor at any time during the ten (10) Business Days (as defined in the Participation Agreement) preceding such January 1 if the Lessor shall have notified the Lender of its intention to so prepay not later than twenty (20) Business Days prior to such January 1.

The terms and provisions of the Security Agreement and the rights and obligations of the Payee and any Holder hereof may be changed and modified to the extent permitted by and as provided in the Security Agreement.

The notes issued pursuant to the Security Agreement are issuable as either registered or unregistered Notes. This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Maker, duly endorsed or accompanied by a written instrument of transfer, duly executed by the Payee or any Holder of this Note or his attorney duly authorized in writing.

The Maker hereby waives demand, protest, presentment of this Note for payment or the acceleration of maturity, notice of nonpayment, notice of protest and notice of dishonor. The Maker hereby waives the right to plead any statute of limitations as a defense to any demand on this Note.

The liability of the Maker with respect to this Note is limited as provided in Section 6.8 of the Security Agreement.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Ohio.

The Maker hereby agrees to pay the Payee or any Holder hereof, or cause Grand Trunk Western Railroad Company (the "Lessee") so to pay, any late charge paid by the Lessee to the

Maker pursuant to Section 4(c)(3) of the Master Equipment Lease, dated as of January 5, 1984, between the Maker, as lessor, and the Lessee, as lessee.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed.

DANA LEASE FINANCE CORPORATION

By: _____

SCHEDULE I
TO 13% SECURED NOTE
DATED JUNE 29, 1984

A. LOAN AMORTIZATION

AMORTIZATION OF LOAN SECURED BY REMAINING EQUIPMENT (AFTER 1988 CASUALTY)
HAVING AN ORIGINAL COST OF \$2,382,483.25 AND HAVING A PRINCIPAL BALANCE OF
\$1,380,524.48 ON JANUARY 1, 1989.

DATE	INSTALLMENT NUMBER	BEGINNING BALANCE	INTEREST	INSTALLMENT AMOUNT	ENDING BALANCE
1-1-89	9	\$1,380,524.48	\$89,734.09	\$179,228.60*	\$1,291,029.97
7-1-89	10	1,291,029.97	83,916.95	162,930.88	1,212,016.04
1-1-90	11	1,212,016.04	78,781.04	199,135.10	1,091,661.98
7-1-90	12	1,091,661.98	70,958.03	199,135.10	963,484.91
1-1-91	13	963,484.91	62,626.52	199,135.10	826,976.33
7-1-91	14	826,976.33	53,753.46	199,135.10	681,594.69
1-1-92	15	681,594.69	44,303.65	199,135.10	526,763.25
7-1-92	16	526,763.25	34,239.61	199,135.10	361,867.76
1-1-93	17	361,867.76	23,521.40	199,135.10	186,254.06
7-1-93	18	186,254.06	12,106.51	198,360.58	0.00

*1-1-89 INSTALLMENT AMOUNT CONSISTS OF THE FOLLOWING:

ORIGINALLY SCHEDULED INSTALLMENT AMOUNT -	\$164,757.21
PRINCIPAL PREPAYMENT RESULTING FROM 1988 CASUALTY -	14,471.39
	<u>\$179,228.60</u>

MAKER'S INITIALS/TITLE

HOLDERS'S INITIALS/TITLE

SCHEDULE I
TO 13% SECURED NOTE
DATED JUNE 29, 1984

B. PAYMENT AND OTHER INSTRUCTIONS

1. The original of this 13% Secured Note shall be couriered within forty-eight (48) hours of execution to the following address:

To: Chemical Bank
Securities Department
2nd Floor, Window #7
(if closed, see Mr. David Hutton, A.V.P., Room 300)
55 Water Street
New York, New York 10041
Attention: Free Section

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

- 2.a. Until the Maker, the Lessee and the Guarantor shall have received the Holder's written notice to the contrary, all installments payable by the Maker to the Holder pursuant to this 13% Secured Note shall be paid by wire transfer:

To: Chemical Bank
ABA #021-000128
Account #400-452081
For Benefit of F/A/O
Attention: Mr. R. Burk

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

Reference: name of issuer, rate, type of security,
maturity, whether principal or interest, and
due date.

- b. All notices of such payments and written confirmation of such wire transfers shall be sent:

To: Chemical Bank
Securities Department
55 Water Street
New York, New York 10041
Attention: Mr. R. Burk

With a copy to: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: Supervisor
Securities Department

- c. All financial statements and other communications shall be sent to:

The Canada Life Assurance Company
Investment Department, U-6
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: U.S. Private Placement

MAKER'S INITIALS/TITLE

HOLDER'S INITIALS/TITLE

EXHIBIT B

February __, 1989

Grand Trunk Western Railroad Company
131 West Lafayette Drive
Detroit, Michigan 48226
Attention: Corporate Secretary

Grand Trunk Corporation
477 Congress Street
Portland, Maine 04104
Attention: Corporate Secretary

This letter serves as notice by Dana Lease Finance Corporation (f/k/a Potomac Leverage Leasing Company) ("Lessor") to Grand Trunk Western Railroad Company ("Lessee") and Grand Trunk Corporation ("Guarantor") of the sale, assignment and transfer by Security Benefit Life Insurance Company ("Assignor") to The Canada Life Assurance Company ("Assurance Company" ("Assignee")) of that certain 13% Secured Note dated June 29, 1984 together with all of Assignor's related rights and duties under the Security Agreement, Participation Agreement, both dated July 1, 1984, and all of the other instruments and documents entered into in connection therewith, pursuant to an assignment and Rider No. 1 thereto, both dated as of September 9, 1988, entered into by and among Assignor, Assignee and Lessor (the "Assignment"). Pursuant to such Assignment, Lessor hereby directs Lessee and Guarantor that, until their receipt of any subsequent authorized notice by Assignee to the contrary, Lessee and Guarantor shall hereafter send copies of all of their Lease related communications to, and make all payments which remain unpaid on the date hereof, to Cummings & Co., as Assignee's designee, c/o Chemical Bank Securities Dept., 55 Water Street, New York, NY 10041, and in strict accordance with Schedule I which is attached hereto and made a part hereof.

Please have a duly authorized officer execute a copy of this letter in the appropriate place below and return it to Lessor, to the attention of John Clark, Credit Analyst, within 5 days of the date hereof.

DANA LEASE FINANCE CORPORATION

By: Richard C. Patterson

Its: Vice President

Acknowledged and Agreed to:
GRAND TRUNK WESTERN
RAILROAD COMPANY

Acknowledged and Agreed to:
GRAND TRUNK CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE I
TO LETTER
DATED FEBRUARY __, 1989

1. All installments payable by the Lessee to the Lessor pursuant to Lease shall be paid by wire transfer:

To: Chemical Bank
ABA #021-000128
Account #400-452081
For Benefit of F/A/O
Attention: Mr. R. Burk

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

Reference: name of issuer, rate, type of security, maturity,
whether principal or interest, and due date.

2. All notices of such payments and written confirmation of such wire transfers shall be sent:

To: Chemical Bank
Securities Department
55 Water Street
New York, New York 10041
Attention: Mr. R. Burk

With a copy to: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: Supervisor, Securities Department

3. All financial statements and other Lease communications shall be sent to:

The Canada Life Assurance Company
Investment Department, U-6
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: U.S. Private Placement

LESSEE'S INITIALS/TITLE

GUARANTOR'S INITIALS/TITLE

LESSOR'S INITIALS/TITLE

Rider Number 1 to Assignment

This Rider Number 1 to Assignment (the "Rider") is dated and shall be effective as of September 9, 1988, and is entered into by and among SECURITY BENEFIT LIFE INSURANCE COMPANY, as assignor ("Assignor"), THE CANADA LIFE ASSURANCE COMPANY, as assignee ("Assignee"), and DANA LEASE FINANCE CORPORATION (f/k/a/ the POTOMAC LEVERAGE LEASING COMPANY), as obligor ("Obligor").

WHEREAS, Assignor executed and delivered an agreement, dated September 9, 1988 (the "Effective Date"), selling, assigning and transferring (the "Assignment") to Assignee that certain 13% Secured Note dated June 29, 1984 (the "Original Note"), which Original Note evidences Obligor's obligation to repay a loan by Assignor to Obligor in an original principal amount of \$1,854,675.60 (the "Loan").

WHEREAS, all of the parties to the Assignment intended that such Assignment address certain other rights and duties of Assignor, Assignee and Obligor relating to the Transfer but the express terms thereof failed to specifically address all such rights and duties.

WHEREAS, the parties now desire to expand the coverage of the Assignment by the execution of this Rider.

NOW, THEREFORE, as consideration for the mutual representations and agreements made in the Assignment, the Note, herein and in all of the other agreements relating to the Loan or the Transfer, which consideration the parties agree is sufficient for the purposes hereof, the parties hereto hereby supplement the Assignment as follows:

1. Assignor's sale, assignment and transfer of the Original Note to the Assignee shall also constitute an assignment and delegation to Assignee of (a) all of the Assignor's right, title, interest, duties and obligations, without reservation, arising from and after the Effective Date of the Assignment under that certain Security Agreement (the "Security Agreement") and Participation Agreement (the "Participation Agreement"), both dated as of July 1, 1984, and all of the other instruments and agreements (including the Original Note and the New Note, as hereinafter defined) entered into by or in favour of, or delivered by or to Assignor pursuant to the Security Agreement or the Participation Agreement and copies or originals of which have heretofore been delivered to Assignee (collectively, the "Leveraged Lease Documents"), in whatever capacity Assignor had under such Leveraged Lease Documents, and (b) the right to hold and be payee under a secured promissory note to be issued by Obligor to Assignee, in the form attached hereto as Exhibit A (the "New Note"), in replacement of the Original Note (which is to be cancelled upon issuance of the New

Note); and Assignee agrees to accept for all purposes such assignment and delegation and acknowledges and agrees that it shall accept the New Note (when issued) as Obligor's full compliance with Sections 6.4 and 6.5 of the Security Agreement.

2. Assignor hereby represents, warrants and covenants that all payments due and payable by Obligor under the Leveraged Lease Documents as of the Effective Date have been paid in full; that on January 3, 1989, Assignor received in trust for Obligor and Assignee (in the appropriate proportionate amounts), a payment in the amount of \$189,354.11, which amount is comprised of (i) that certain installment due to Assignee on January 1, 1989 pursuant to the New Note, in the amount of \$164,757.21 ("Note Installment"), (ii) that certain portion of the Lessee's Casualty Value (as defined in the Leveraged Lease Documents) payment in the amount of \$14,471.39 ("Principal Prepayment"), which is payable to Assignee, as secured party, pursuant to the Leveraged Lease Documents and (iii) that certain portion of the Lessee's Casualty Value payment in the amount of \$10,125.51 ("Equity Distribution"), which is payable and distributable to Obligor pursuant to the Leveraged Lease Documents; and that Assignor shall remit the Note Installment and Principal Prepayment to Assignee and the Equity Distribution to Obligor immediately upon Assignor's receipt

(by either telecopy or hardcopy) of copies of this Rider which have been duly executed by Assignee and Obligor.

Assignor further represents and warrants that, except as stated in the previous sentence, it has received no prepayment of or on account of any amounts owing under the Original Note, and has not given any waiver or release in respect of any amounts owing thereunder, and that the balance outstanding under the Original Note as reflected in the New Note is to the best of the knowledge and belief of Assignor true and accurate. Assignor acknowledges and agrees that from and after the Effective Date hereof it shall have no further right to receive payments under or on account of principal or interest or otherwise in respect of the Original Note or under the New Note, and any amounts received by it from Obligor, Lessee or Guarantor (as such terms are defined in the Leveraged Lease Documents) and which are properly applicable to reduce amounts owing under the Original Note or New Note from and after the Effective Date shall be received by it in trust for and shall forthwith be paid by it to Assignee's Nominee (as hereinafter defined) without notice or demand.

Assignee hereby acknowledges that its receipt of the Note Installment and Principal Prepayment shall constitute payment in full of all sums due and payable to it under the Leveraged Lease Documents as of Assignee's

execution of this Rider; that the principal balance due under the New Note upon Assignee's receipt of the Note Installment and Principal Prepayment shall be \$1,291,029.98; that the amounts and dates specified on Schedule I to the New Note truly and accurately represent the installment amounts payable to Assignee pursuant to the Leveraged Lease Documents and the beginning and ending Loan balances on each such specified date; and that the remittance to Obligor of the Equity Distribution is consistent with section 4.1(b) of the Security Agreement.

3. Assignee directs Obligor to issue the New Note in favour of Cummings & Co., as Assignee's nominee (the "Nominee") and to notify the Lessee and Guarantor (as such terms are defined in the Leveraged Lease Documents) to make all payments of rent and other sums due under the Leveraged Lease Documents directly to Nominee by the notice attached hereto as Exhibit B; and Assignee shall cause Nominee, or any other party claiming by, through or under Assignee, to apply all sums received by them in accordance with the terms of the Leveraged Lease Documents. Except for such New Note, Assignee shall be the named party in all documents and agreements entered into by or in favour of Assignee for all purposes pursuant to the Leveraged Lease Documents.

4. Assignee agrees that it shall pay to Obligor, promptly after receipt of an invoice for same, any and all

taxes, charges and expenses payable to Obligor pursuant to Section 6.5(b) of the Security Agreement.

5. All parties agree that this Rider, shall append and become a part of the Assignment, and that the Assignment, the Rider and the Leveraged Lease Documents shall collectively constitute the entire understanding of the parties regarding the transfer of the Original Note, the issuance of the New Note and the parties' rights and duties related thereto.

6. All payments payable by Assignor to Assignee shall be made by bank wire transfer in federal or other immediately available funds:

TO: Chemical Bank
ABA #021-000128
Account #400-452081
For benefit of F/A/O
Attention: Mr. Bob Burk

FOR: Canada Life Insurance Company
of America (CLICA)
Trust Account No. PO-77249

REFERENCE: Name of issuer, rate, type of security,
maturity, whether principal or interest,
and due date

and all notices of payments and written confirmation of wire transfers shall be sent:

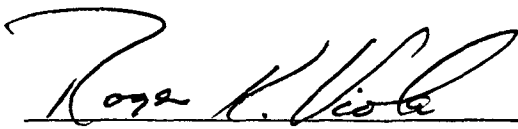
TO: Chemical Bank
Securities Department
55 Water Street
New York, NY, 10041
Attention: Mr. Bob Burk

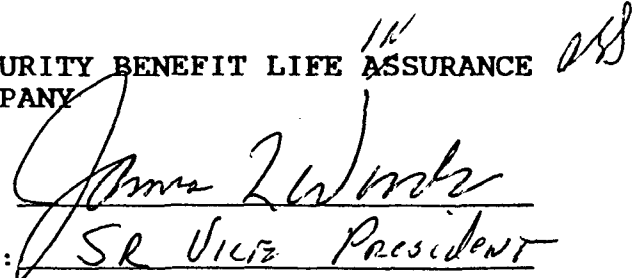
COPY TO: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario
M5G 1R8
Attention: Supervisor, Securities Department

7. This Rider may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor, Assignee and Obligor have caused this Rider to be executed, as of the day and year first above written.

ATTEST:


Authorized Officer

SECURITY BENEFIT LIFE ASSURANCE^{1K}
COMPANY 

By:

Its:

Date:

SR Vice President

1-27-1989

ATTEST:

THE CANADA LIFE ASSURANCE
COMPANY

Authorized Officer

By: _____

Its: _____

Date: _____

ATTEST:

DANA LEASE FINANCE CORPORATION


Authorized Officer

By: _____

Its: _____

Date: _____

Shawnee County, Kansas.

 Rebecca J. Smith
NOTARY PUBLIC
State of Kansas
My Appt. Expires Sept. 15, 1992

Rebecca J. Smith
Notary Public

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO
THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES
LAWS OF ANY STATE. THIS NOTE MAY NOT BE TRANSFERRED
OR RESOLD UNLESS IT IS REGISTERED UNDER THE
APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION
FROM SUCH REGISTRATION IS AVAILABLE

DANA LEASE FINANCE CORPORATION

13% SECURED NOTE

No. R-1

Maumee, Ohio

\$1,380,524.48

June 29, 1984

FOR VALUE RECEIVED, the undersigned, DANA LEASE FINANCE CORPORATION (f/k/a POTOMAC LEVERAGE LEASING COMPANY) (the "Maker") promises to pay to CUMMINGS & CO. (the "Payee"), as duly appointed nominee of THE CANADA LIFE ASSURANCE COMPANY, or registered assign, c/o Chemical Bank Securities Dept., 55 Water Street, New York, NY 10041 or such other place as the Payee or any subsequent holder hereof (the "Holder") may from time to time designate, the principal sum of One Million Three Hundred Eighty Thousand Five Hundred Twenty-Four and 48/100 Dollars (\$1,380,524.48), together with interest from July 1, 1988 until maturity at the rate of 13% per annum (computed on the basis of a 360-day year of actual days elapsed) on the unpaid principal hereof, in installments as follows:

(i) Ten (10) installments of principal and interest in the amounts set forth in Schedule I hereto, payable on January 1, 1989 and the first day of every July and January thereafter to and including January 1, 1993; followed by

(ii) A final installment on July 1, 1993 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and the Maker shall make such payment by wire transfer or by such other means contemplated under the Security Agreement (as hereinafter defined) as the Holder may from time to time designate, and initially such payment shall be made by wire transfer as designated on Schedule I.

Both the principal hereof and interest thereon are payable to the Payee or any Holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note has been issued pursuant to a sale, assignment and transfer by Security Benefit Life Insurance Company ("Previous Holder") to Payee of that certain 13% Secured Note dated

June 29, 1984, in an original amount of \$1,854,675.60 ("Original Note"; and together with this Note, the "Notes"), which Notes have been issued under and pursuant to that certain Participation Agreement dated as of July 1, 1984 (the "Participation Agreement") between the Maker and the Payee, and is also issued under and secured by, that certain Security Agreement dated as of July 1, 1984 (the "Security Agreement") from the Maker to the Payee. Reference is made to the Participation Agreement, the Security Agreement and all supplements and amendments thereto for a description of the collateral, the nature and extent of the security and rights of the Payee, any Holder hereof and the Maker in respect thereof.

Certain prepayments are required to be made on this Note. The Maker agrees to make the required prepayments on this Note in accordance with the provisions of the Security Agreement. The Maker shall not otherwise prepay the principal balance of this Note in whole or in part at any time without the prior written consent of the Payee or any Holder hereof; provided, however, that any installment of interest payable on any January 1 may be prepaid by the Lessor at any time during the ten (10) Business Days (as defined in the Participation Agreement) preceding such January 1 if the Lessor shall have notified the Lender of its intention to so prepay not later than twenty (20) Business Days prior to such January 1.

The terms and provisions of the Security Agreement and the rights and obligations of the Payee and any Holder hereof may be changed and modified to the extent permitted by and as provided in the Security Agreement.

The notes issued pursuant to the Security Agreement are issuable as either registered or unregistered Notes. This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Maker, duly endorsed or accompanied by a written instrument of transfer, duly executed by the Payee or any Holder of this Note or his attorney duly authorized in writing.

The Maker hereby waives demand, protest, presentment of this Note for payment or the acceleration of maturity, notice of nonpayment, notice of protest and notice of dishonor. The Maker hereby waives the right to plead any statute of limitations as a defense to any demand on this Note.

The liability of the Maker with respect to this Note is limited as provided in Section 6.8 of the Security Agreement.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Ohio.

The Maker hereby agrees to pay the Payee or any Holder hereof, or cause Grand Trunk Western Railroad Company (the "Lessee") so to pay, any late charge paid by the Lessee to the

Maker pursuant to Section 4(c)(3) of the Master Equipment Lease, dated as of January 5, 1984, between the Maker, as lessor, and the Lessee, as lessee.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed.

DANA LEASE FINANCE CORPORATION

By: _____

SCHEDULE I
TO 13% SECURED NOTE
DATED JUNE 29, 1984

A. LOAN AMORTIZATION

AMORTIZATION OF LOAN SECURED BY REMAINING EQUIPMENT (AFTER 1988 CASUALTY)
HAVING AN ORIGINAL COST OF \$2,382,483.25 AND HAVING A PRINCIPAL BALANCE OF
\$1,380,524.48 ON JANUARY 1, 1989.

DATE	INSTALLMENT NUMBER	BEGINNING BALANCE		INTEREST	INSTALLMENT AMOUNT	ENDING BALANCE
1-1-89	9	\$1,380,524.48	\$89,734.09	\$179,228.60*		\$1,291,029.97
7-1-89	10	1,291,029.97	83,916.95	162,930.88		1,212,016.04
1-1-90	11	1,212,016.04	78,781.04	199,135.10		1,091,661.98
7-1-90	12	1,091,661.98	70,958.03	199,135.10		963,484.91
1-1-91	13	963,484.91	62,626.52	199,135.10		826,976.33
7-1-91	14	826,976.33	53,753.46	199,135.10		681,594.69
1-1-92	15	681,594.69	44,303.65	199,135.10		526,763.25
7-1-92	16	526,763.25	34,239.61	199,135.10		361,867.76
1-1-93	17	361,867.76	23,521.40	199,135.10		186,254.06
7-1-93	18	186,254.06	12,106.51	198,360.58		0.00

*1-1-89 INSTALLMENT AMOUNT CONSISTS OF THE FOLLOWING:

ORIGINALLY SCHEDULED INSTALLMENT AMOUNT -	\$164,757.21
PRINCIPAL PREPAYMENT RESULTING FROM 1988 CASUALTY -	14,471.39
	<u>\$179,228.60</u>

MAKER'S INITIALS/TITLE

HOLDERS'S INITIALS/TITLE

SCHEDULE I
TO 13% SECURED NOTE
DATED JUNE 29, 1984

B. PAYMENT AND OTHER INSTRUCTIONS

1. The original of this 13% Secured Note shall be couriered within forty-eight (48) hours of execution to the following address:

To: Chemical Bank
Securities Department
2nd Floor, Window #7
(if closed, see Mr. David Hutton, A.V.P., Room 300)
55 Water Street
New York, New York 10041
Attention: Free Section

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

- 2.a. Until the Maker, the Lessee and the Guarantor shall have received the Holder's written notice to the contrary, all installments payable by the Maker to the Holder pursuant to this 13% Secured Note shall be paid by wire transfer:

To: Chemical Bank
ABA #021-000128
Account #400-452081
For Benefit of F/A/O
Attention: Mr. R. Burk

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

Reference: name of issuer, rate, type of security,
maturity, whether principal or interest, and
due date.

- b. All notices of such payments and written confirmation of such wire transfers shall be sent:

To: Chemical Bank
Securities Department
55 Water Street
New York, New York 10041
Attention: Mr. R. Burk

With a copy to: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: Supervisor
Securities Department

- c. All financial statements and other communications shall be sent to:

The Canada Life Assurance Company
Investment Department, U-6
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: U.S. Private Placement

MAKER'S INITIALS/TITLE

HOLDER'S INITIALS/TITLE

EXHIBIT B

February __, 1989

Grand Trunk Western Railroad Company
131 West Lafayette Drive
Detroit, Michigan 48226
Attention: Corporate Secretary

Grand Trunk Corporation
477 Congress Street
Portland, Maine 04104
Attention: Corporate Secretary

This letter serves as notice by Dana Lease Finance Corporation (f/k/a Potomac Leverage Leasing Company) ("Lessor") to Grand Trunk Western Railroad Company ("Lessee") and Grand Trunk Corporation ("Guarantor") of the sale, assignment and transfer by Security Benefit Life Insurance Company ("Assignor") to The Canada Life Assurance Company ("Assurance Company" ("Assignee")) of that certain 13% Secured Note dated June 29, 1984 together with all of Assignor's related rights and duties under the Security Agreement, Participation Agreement, both dated July 1, 1984, and all of the other instruments and documents entered into in connection therewith, pursuant to an assignment and Rider No. 1 thereto, both dated as of September 9, 1988, entered into by and among Assignor, Assignee and Lessor (the "Assignment"). Pursuant to such Assignment, Lessor hereby directs Lessee and Guarantor that, until their receipt of any subsequent authorized notice by Assignee to the contrary, Lessee and Guarantor shall hereafter send copies of all of their Lease related communications to, and make all payments which remain unpaid on the date hereof, to Cummings & Co., as Assignee's designee, c/o Chemical Bank Securities Dept., 55 Water Street, New York, NY 10041, and in strict accordance with Schedule I which is attached hereto and made a part hereof.

Please have a duly authorized officer execute a copy of this letter in the appropriate place below and return it to Lessor, to the attention of John Clark, Credit Analyst, within 5 days of the date hereof.

DANA LEASE FINANCE CORPORATION

By: Richard C. Patterson

Its: Vice President

Acknowledged and Agreed to:
GRAND TRUNK WESTERN
RAILROAD COMPANY

Acknowledged and Agreed to:
GRAND TRUNK CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE I
TO LETTER
DATED FEBRUARY __, 1989

1. All installments payable by the Lessee to the Lessor pursuant to Lease shall be paid by wire transfer:

To: Chemical Bank
ABA #021-000128
Account #400-452081
For Benefit of F/A/O
Attention: Mr. R. Burk

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

Reference: name of issuer, rate, type of security, maturity,
whether principal or interest, and due date.

2. All notices of such payments and written confirmation of such wire transfers shall be sent:

To: Chemical Bank
Securities Department
55 Water Street
New York, New York 10041
Attention: Mr. R. Burk

With a copy to: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: Supervisor, Securities Department

3. All financial statements and other Lease communications shall be sent to:

The Canada Life Assurance Company
Investment Department, U-6
330 University Avenue
Tronto, Ontario, Canada M5G 1R8
Attention: U.S. Private Placement

LESSEE'S INITIALS/TITLE

GUARANTOR'S INITIALS/TITLE

LESSOR'S INITIALS/TITLE

Rider Number 1 to Assignment

This Rider Number 1 to Assignment (the "Rider") is dated and shall be effective as of September 9, 1988, and is entered into by and among SECURITY BENEFIT LIFE INSURANCE COMPANY, as assignor ("Assignor"), THE CANADA LIFE ASSURANCE COMPANY, as assignee ("Assignee"), and DANA LEASE FINANCE CORPORATION (f/k/a/ the POTOMAC LEVERAGE LEASING COMPANY), as obligor ("Obligor").

WHEREAS, Assignor executed and delivered an agreement, dated September 9, 1988 (the "Effective Date"), selling, assigning and transferring (the "Assignment") to Assignee that certain 13% Secured Note dated June 29, 1984 (the "Original Note"), which Original Note evidences Obligor's obligation to repay a loan by Assignor to Obligor in an original principal amount of \$1,854,675.60 (the "Loan").

WHEREAS, all of the parties to the Assignment intended that such Assignment address certain other rights and duties of Assignor, Assignee and Obligor relating to the Transfer but the express terms thereof failed to specifically address all such rights and duties.

WHEREAS, the parties now desire to expand the coverage of the Assignment by the execution of this Rider.

NOW, THEREFORE, as consideration for the mutual representations and agreements made in the Assignment, the Note, herein and in all of the other agreements relating to the Loan or the Transfer, which consideration the parties agree is sufficient for the purposes hereof, the parties hereto hereby supplement the Assignment as follows:

1. Assignor's sale, assignment and transfer of the Original Note to the Assignee shall also constitute an assignment and delegation to Assignee of (a) all of the Assignor's right, title, interest, duties and obligations, without reservation, arising from and after the Effective Date of the Assignment under that certain Security Agreement (the "Security Agreement") and Participation Agreement (the "Participation Agreement"), both dated as of July 1, 1984, and all of the other instruments and agreements (including the Original Note and the New Note, as hereinafter defined) entered into by or in favour of, or delivered by or to Assignor pursuant to the Security Agreement or the Participation Agreement and copies or originals of which have heretofore been delivered to Assignee (collectively, the "Leveraged Lease Documents"), in whatever capacity Assignor had under such Leveraged Lease Documents, and (b) the right to hold and be payee under a secured promissory note to be issued by Obligor to Assignee, in the form attached hereto as Exhibit A (the "New Note"), in replacement of the Original Note (which is to be cancelled upon issuance of the New

Note); and Assignee agrees to accept for all purposes such assignment and delegation and acknowledges and agrees that it shall accept the New Note (when issued) as Obligor's full compliance with Sections 6.4 and 6.5 of the Security Agreement.

2. Assignor hereby represents, warrants and covenants that all payments due and payable by Obligor under the Leveraged Lease Documents as of the Effective Date have been paid in full; that on January 3, 1989, Assignor received in trust for Obligor and Assignee (in the appropriate proportionate amounts), a payment in the amount of \$189,354.11, which amount is comprised of (i) that certain installment due to Assignee on January 1, 1989 pursuant to the New Note, in the amount of \$164,757.21 ("Note Installment"), (ii) that certain portion of the Lessee's Casualty Value (as defined in the Leveraged Lease Documents) payment in the amount of \$14,471.39 ("Principal Prepayment"), which is payable to Assignee, as secured party, pursuant to the Leveraged Lease Documents and (iii) that certain portion of the Lessee's Casualty Value payment in the amount of \$10,125.51 ("Equity Distribution"), which is payable and distributable to Obligor pursuant to the Leveraged Lease Documents; and that Assignor shall remit the Note Installment and Principal Prepayment to Assignee and the Equity Distribution to Obligor immediately upon Assignor's receipt

(by either telecopy or hardcopy) of copies of this Rider which have been duly executed by Assignee and Obligor.

Assignor further represents and warrants that, except as stated in the previous sentence, it has received no prepayment of or on account of any amounts owing under the Original Note, and has not given any waiver or release in respect of any amounts owing thereunder, and that the balance outstanding under the Original Note as reflected in the New Note is to the best of the knowledge and belief of Assignor true and accurate. Assignor acknowledges and agrees that from and after the Effective Date hereof it shall have no further right to receive payments under or on account of principal or interest or otherwise in respect of the Original Note or under the New Note, and any amounts received by it from Obligor, Lessee or Guarantor (as such terms are defined in the Leveraged Lease Documents) and which are properly applicable to reduce amounts owing under the Original Note or New Note from and after the Effective Date shall be received by it in trust for and shall forthwith be paid by it to Assignee's Nominee (as hereinafter defined) without notice or demand.

Assignee hereby acknowledges that its receipt of the Note Installment and Principal Prepayment shall constitute payment in full of all sums due and payable to it under the Leveraged Lease Documents as of Assignee's

execution of this Rider; that the principal balance due under the New Note upon Assignee's receipt of the Note Installment and Principal Prepayment shall be \$1,291,029.98; that the amounts and dates specified on Schedule I to the New Note truly and accurately represent the installment amounts payable to Assignee pursuant to the Leveraged Lease Documents and the beginning and ending Loan balances on each such specified date; and that the remittance to Obligor of the Equity Distribution is consistent with section 4.1(b) of the Security Agreement.

3. Assignee directs Obligor to issue the New Note in favour of Cummings & Co., as Assignee's nominee (the "Nominee") and to notify the Lessee and Guarantor (as such terms are defined in the Leveraged Lease Documents) to make all payments of rent and other sums due under the Leveraged Lease Documents directly to Nominee by the notice attached hereto as Exhibit B; and Assignee shall cause Nominee, or any other party claiming by, through or under Assignee, to apply all sums received by them in accordance with the terms of the Leveraged Lease Documents. Except for such New Note, Assignee shall be the named party in all documents and agreements entered into by or in favour of Assignee for all purposes pursuant to the Leveraged Lease Documents.

4. Assignee agrees that it shall pay to Obligor, promptly after receipt of an invoice for same, any and all

taxes, charges and expenses payable to Obligor pursuant to Section 6.5(b) of the Security Agreement.

5. All parties agree that this Rider, shall append and become a part of the Assignment, and that the Assignment, the Rider and the Leveraged Lease Documents shall collectively constitute the entire understanding of the parties regarding the transfer of the Original Note, the issuance of the New Note and the parties' rights and duties related thereto.

6. All payments payable by Assignor to Assignee shall be made by bank wire transfer in federal or other immediately available funds:

TO: Chemical Bank
ABA #021-000128
Account #400-452081
For benefit of F/A/O
Attention: Mr. Bob Burk

FOR: Canada Life Insurance Company
of America (CLICA)
Trust Account No. PO-77249

REFERENCE: Name of issuer, rate, type of security,
maturity, whether principal or interest,
and due date

and all notices of payments and written confirmation of wire transfers shall be sent:

TO: Chemical Bank
Securities Department
55 Water Street
New York, NY, 10041
Attention: Mr. Bob Burk

COPY TO: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario
M5G 1R8
Attention: Supervisor, Securities Department

7. This Rider may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor, Assignee and Obligor have caused this Rider to be executed, as of the day and year first above written.

ATTEST:

SECURITY BENEFIT LIFE ASSURANCE
COMPANY

Authorized Officer

By: _____

Its: _____

Date: _____

ATTEST:

THE CANADA LIFE ASSURANCE
COMPANY


Authorized Officer

By: _____

Its: _____

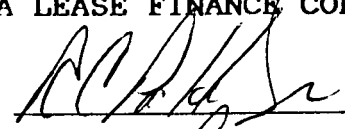
Date: _____

ATTEST:

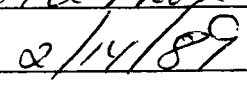


Authorized Officer

DANA LEASE FINANCE CORPORATION

By:  _____

Its:  _____

Date:  _____

STATE OF OHIO)
COUNTY OF LUCAS)
)

On this _____ day of _____, 19____, before me personally appeared RICHARD C. PATTERSON and _____, to me personally known, who, being by me duly sworn, say that they are the VICE-PRESIDENT and _____ respectively of Dana Lease Finance Corporation, that Rider 1 to the Assignment was signed on behalf of said Company by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of the said company.



Notary Public

VICTORIA S. PAXTON
Notary Public, State of Ohio
My Commission Expires July 20, 1989

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO
THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES
LAWS OF ANY STATE. THIS NOTE MAY NOT BE TRANSFERRED
OR RESOLD UNLESS IT IS REGISTERED UNDER THE
APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION
FROM SUCH REGISTRATION IS AVAILABLE

DANA LEASE FINANCE CORPORATION

13% SECURED NOTE

No. R-1

Maumee, Ohio

\$1,380,524.48

June 29, 1984

FOR VALUE RECEIVED, the undersigned, DANA LEASE FINANCE CORPORATION (f/k/a POTOMAC LEVERAGE LEASING COMPANY) (the "Maker") promises to pay to CUMMINGS & CO. (the "Payee"), as duly appointed nominee of THE CANADA LIFE ASSURANCE COMPANY, or registered assign, c/o Chemical Bank Securities Dept., 55 Water Street, New York, NY 10041 or such other place as the Payee or any subsequent holder hereof (the "Holder") may from time to time designate, the principal sum of One Million Three Hundred Eighty Thousand Five Hundred Twenty-Four and 48/100 Dollars (\$1,380,524.48), together with interest from July 1, 1988 until maturity at the rate of 13% per annum (computed on the basis of a 360-day year of actual days elapsed) on the unpaid principal hereof, in installments as follows:

(i) Ten (10) installments of principal and interest in the amounts set forth in Schedule I hereto, payable on January 1, 1989 and the first day of every July and January thereafter to and including January 1, 1993; followed by

(ii) A final installment on July 1, 1993 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and the Maker shall make such payment by wire transfer or by such other means contemplated under the Security Agreement (as hereinafter defined) as the Holder may from time to time designate, and initially such payment shall be made by wire transfer as designated on Schedule I.

Both the principal hereof and interest thereon are payable to the Payee or any Holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note has been issued pursuant to a sale, assignment and transfer by Security Benefit Life Insurance Company ("Previous Holder") to Payee of that certain 13% Secured Note dated

June 29, 1984, in an original amount of \$1,854,675.60 ("Original Note"; and together with this Note, the "Notes"), which Notes have been issued under and pursuant to that certain Participation Agreement dated as of July 1, 1984 (the "Participation Agreement") between the Maker and the Payee, and is also issued under and secured by, that certain Security Agreement dated as of July 1, 1984 (the "Security Agreement") from the Maker to the Payee. Reference is made to the Participation Agreement, the Security Agreement and all supplements and amendments thereto for a description of the collateral, the nature and extent of the security and rights of the Payee, any Holder hereof and the Maker in respect thereof.

Certain prepayments are required to be made on this Note. The Maker agrees to make the required prepayments on this Note in accordance with the provisions of the Security Agreement. The Maker shall not otherwise prepay the principal balance of this Note in whole or in part at any time without the prior written consent of the Payee or any Holder hereof; provided, however, that any installment of interest payable on any January 1 may be prepaid by the Lessor at any time during the ten (10) Business Days (as defined in the Participation Agreement) preceding such January 1 if the Lessor shall have notified the Lender of its intention to so prepay not later than twenty (20) Business Days prior to such January 1.

The terms and provisions of the Security Agreement and the rights and obligations of the Payee and any Holder hereof may be changed and modified to the extent permitted by and as provided in the Security Agreement.

The notes issued pursuant to the Security Agreement are issuable as either registered or unregistered Notes. This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Maker, duly endorsed or accompanied by a written instrument of transfer, duly executed by the Payee or any Holder of this Note or his attorney duly authorized in writing.

The Maker hereby waives demand, protest, presentment of this Note for payment or the acceleration of maturity, notice of nonpayment, notice of protest and notice of dishonor. The Maker hereby waives the right to plead any statute of limitations as a defense to any demand on this Note.

The liability of the Maker with respect to this Note is limited as provided in Section 6.8 of the Security Agreement.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Ohio.

The Maker hereby agrees to pay the Payee or any Holder hereof, or cause Grand Trunk Western Railroad Company (the "Lessee") so to pay, any late charge paid by the Lessee to the

Maker pursuant to Section 4(c)(3) of the Master Equipment Lease, dated as of January 5, 1984, between the Maker, as lessor, and the Lessee, as lessee.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed.

DANA LEASE FINANCE CORPORATION

By: _____

SCHEDULE I
TO 13% SECURED NOTE
DATED JUNE 29, 1984

A. LOAN AMORTIZATION

AMORTIZATION OF LOAN SECURED BY REMAINING EQUIPMENT (AFTER 1988 CASUALTY)
HAVING AN ORIGINAL COST OF \$2,382,483.25 AND HAVING A PRINCIPAL BALANCE OF
\$1,380,524.48 ON JANUARY 1, 1989.

DATE	INSTALLMENT NUMBER	BEGINNING BALANCE	INTEREST	INSTALLMENT AMOUNT	ENDING BALANCE
1-1-89	9	\$1,380,524.48	\$89,734.09	\$179,228.60*	\$1,291,029.97
7-1-89	10	1,291,029.97	83,916.95	162,930.88	1,212,016.04
1-1-90	11	1,212,016.04	78,781.04	199,135.10	1,091,661.98
7-1-90	12	1,091,661.98	70,958.03	199,135.10	963,484.91
1-1-91	13	963,484.91	62,626.52	199,135.10	826,976.33
7-1-91	14	826,976.33	53,753.46	199,135.10	681,594.69
1-1-92	15	681,594.69	44,303.65	199,135.10	526,763.25
7-1-92	16	526,763.25	34,239.61	199,135.10	361,867.76
1-1-93	17	361,867.76	23,521.40	199,135.10	186,254.06
7-1-93	18	186,254.06	12,106.51	198,360.58	0.00

*1-1-89 INSTALLMENT AMOUNT CONSISTS OF THE FOLLOWING:

ORIGINALLY SCHEDULED INSTALLMENT AMOUNT -	\$164,757.21
PRINCIPAL PREPAYMENT RESULTING FROM 1988 CASUALTY -	14,471.39
	<u>\$179,228.60</u>

MAKER'S INITIALS/TITLE

HOLDERS'S INITIALS/TITLE

SCHEDULE I
TO 13% SECURED NOTE
DATED JUNE 29, 1984

B. PAYMENT AND OTHER INSTRUCTIONS

1. The original of this 13% Secured Note shall be couriered within forty-eight (48) hours of execution to the following address:

To: Chemical Bank
Securities Department
2nd Floor, Window #7
(if closed, see Mr. David Hutton, A.V.P., Room 300)
55 Water Street
New York, New York 10041
Attention: Free Section

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

- 2.a. Until the Maker, the Lessee and the Guarantor shall have received the Holder's written notice to the contrary, all installments payable by the Maker to the Holder pursuant to this 13% Secured Note shall be paid by wire transfer:

To: Chemical Bank
ABA #021-000128
Account #400-452081
For Benefit of F/A/O
Attention: Mr. R. Burk

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

Reference: name of issuer, rate, type of security,
maturity, whether principal or interest, and
due date.

- b. All notices of such payments and written confirmation of such wire transfers shall be sent:

To: Chemical Bank
Securities Department
55 Water Street
New York, New York 10041
Attention: Mr. R. Burk

With a copy to: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: Supervisor
Securities Department

- c. All financial statements and other communications shall be sent to:

The Canada Life Assurance Company
Investment Department, U-6
330 University Avenue
Tronto, Ontario, Canada M5G 1R8
Attention: U.S. Private Placement

MAKER'S INITIALS/TITLE

HOLDER'S INITIALS/TITLE

EXHIBIT B

February __, 1989

Grand Trunk Western Railroad Company
131 West Lafayette Drive
Detroit, Michigan 48226
Attention: Corporate Secretary

Grand Trunk Corporation
477 Congress Street
Portland, Maine 04104
Attention: Corporate Secretary

This letter serves as notice by Dana Lease Finance Corporation (f/k/a Potomac Leverage Leasing Company) ("Lessor") to Grand Trunk Western Railroad Company ("Lessee") and Grand Trunk Corporation ("Guarantor") of the sale, assignment and transfer by Security Benefit Life Insurance Company ("Assignor") to The Canada Life Assurance Company ("Assurance Company" ("Assignee")) of that certain 13% Secured Note dated June 29, 1984 together with all of Assignor's related rights and duties under the Security Agreement, Participation Agreement, both dated July 1, 1984, and all of the other instruments and documents entered into in connection therewith, pursuant to an assignment and Rider No. 1 thereto, both dated as of September 9, 1988, entered into by and among Assignor, Assignee and Lessor (the "Assignment"). Pursuant to such Assignment, Lessor hereby directs Lessee and Guarantor that, until their receipt of any subsequent authorized notice by Assignee to the contrary, Lessee and Guarantor shall hereafter send copies of all of their Lease related communications to, and make all payments which remain unpaid on the date hereof, to Cummings & Co., as Assignee's designee, c/o Chemical Bank Securities Dept., 55 Water Street, New York, NY 10041, and in strict accordance with Schedule I which is attached hereto and made a part hereof.

Please have a duly authorized officer execute a copy of this letter in the appropriate place below and return it to Lessor, to the attention of John Clark, Credit Analyst, within 5 days of the date hereof.

DANA LEASE FINANCE CORPORATION

By: Richard C. Patterson

Its: Vice President

Acknowledged and Agreed to:
GRAND TRUNK WESTERN
RAILROAD COMPANY

Acknowledged and Agreed to:
GRAND TRUNK CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE I
TO LETTER
DATED FEBRUARY __, 1989

1. All installments payable by the Lessee to the Lessor pursuant to Lease shall be paid by wire transfer:

To: Chemical Bank
ABA #021-000128
Account #400-452081
For Benefit of F/A/O
Attention: Mr. R. Burk

For: Canada Life Insurance Company of America (CLICA)
Trust Account No. P0-77249

Reference: name of issuer, rate, type of security, maturity,
whether principal or interest, and due date.

2. All notices of such payments and written confirmation of such wire transfers shall be sent:

To: Chemical Bank
Securities Department
55 Water Street
New York, New York 10041
Attention: Mr. R. Burk

With a copy to: The Canada Life Assurance Company
330 University Avenue
Toronto, Ontario, Canada M5G 1R8
Attention: Supervisor, Securities Department

3. All financial statements and other Lease communications shall be sent to:

The Canada Life Assurance Company
Investment Department, U-6
330 University Avenue
Tronto, Ontario, Canada M5G 1R8
Attention: U.S. Private Placement

LESSEE'S INITIALS/TITLE

GUARANTOR'S INITIALS/TITLE

LESSOR'S INITIALS/TITLE